

Cerro Gordo Co.

PPME #2003 (Roads)

7/1/2005 6/30/2010

AGREEMENT

between

CERRO GORDO COUNTY

and

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES  
LOCAL UNION 2003, IBPAT  
(ROADWORKERS)

7-1-2005 - 6-30-2010

## INDEX

| <u>Article</u> | <u>Item</u>                                 | <u>Page<br/>Number</u> |
|----------------|---|------------------------|
| 1              | Recognition -----                           | 1                      |
| 2              | Definitions -----                           | 1                      |
| 3              | Nondiscrimination in Employment -----       | 2                      |
| 4              | Impasse Procedure -----                     | 2                      |
| 5              | Work Rules -----                            | 2                      |
| 6              | Separability and Savings -----              | 2                      |
| 7              | Zipper Clause -----                         | 2                      |
| 8              | Grievance Procedure -----                   | 3                      |
| 9              | Mileage -----                               | 5                      |
| 10             | Schools -----                               | 5                      |
| 11             | Physical Examinations -----                 | 6                      |
| 12             | Dues Deduction -----                        | 7                      |
| 13             | Miscellaneous -----                         | 7                      |
| 14             | Unpaid Leave of Absence -----               | 8                      |
| 15             | Jury Duty -----                             | 9                      |
| 16             | Determination of Paid Leave Rates -----     | 10                     |
| 17             | Personal Leave -----                        | 10                     |
| 18             | Holidays -----                              | 13                     |
| 19             | Vacation -----                              | 14                     |
| 20             | Workweek, Basic Hours, and Payroll Period - | 15                     |
| 21             | Insurance -----                             | 17                     |
| 22             | Flexible Benefits Plan -----                | 19                     |
| 23             | Seniority -----                             | 19                     |
| 24             | Safety Equipment -----                      | 21                     |
| 25             | Promotion or Transfer -----                 | 21                     |
| 26             | Federal Commercial Driver's License -----   | 21                     |
| 27             | Wages -----                                 | 22                     |
| 28             | Longevity Pay -----                         | 23                     |
| 29             | Effective Date -----                        | 24                     |

Performance Appraisal Form

## AGREEMENT

THIS AGREEMENT made and entered into by and between Cerro Gordo County, Iowa, hereinafter referred to as the "Employer," and Public, Professional & Maintenance Employees Local #2003, hereinafter referred to as the "Union."

### ARTICLE 1: RECOGNITION

- 1.01 - The Employer agrees to recognize, and does hereby recognize the Union as the exclusive bargaining agent for all of the employees as defined by the Public Employment Relations Board certification on file in this matter.

### ARTICLE 2: DEFINITIONS

#### 2.01 - Workday or Week:

Unless otherwise specifically exempted or defined, a workday shall consist of eight (8) or ten (10) hours and a workweek of forty (40) hours.

#### 2.02 - Employer:

For the purposes of this contract, the term "Employer" shall refer to the Cerro Gordo County Board of Supervisors. All powers granted to the Board of Supervisors by this contract, shall be exercised by them, or such other person or persons as they may designate.

#### 2.03 - Employee:

As used in this Agreement shall mean all employees represented by this Union in the bargaining unit as defined and certified by the Public Employment Relations Board, Certification No. 3619.

#### 2.04 - Union:

The term "Union" as used in this Agreement shall mean the Public, Professional and Maintenance Employees, Local Union #2003.

#### 2.05 - Regular Full-Time Employees:

Are defined as those employees who are regularly scheduled forty (40) hours per week.

#### 2.06 - Regular Part-Time Employees:

Are those who are regularly scheduled less than forty (40) hours per week. Benefits under the terms of this contract are not applicable to part-time employees unless specifically stated.

2.07 - Act:

Refers to the Iowa Public Employment Regulations Act, Chapter 20, Code of Iowa (1992).

2.08 - Family Member:

For the purposes of this contract, immediate family members are defined as follows: mother, father, stepmother, stepfather, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and step child.

**ARTICLE 3: NONDISCRIMINATION IN EMPLOYMENT**

- 3.01 - The Employer and Union agree to comply with any nondiscrimination in employment laws that are applicable.

**ARTICLE 4: IMPASSE PROCEDURE**

4.01 - Application of Impasse:

The impasse procedure as provided by Chapter 20 of The Code of Iowa (1992) as amended, shall be the applicable impasse procedure.

**ARTICLE 5: WORK RULES**

- 5.01 - The Employer has the right to adopt work rules and regulations. Prior to implementation, the Union Business Agent and stewards shall be furnished a copy of said rules, regulations, and any amendments.

**ARTICLE 6: SEPARABILITY AND SAVINGS**

- 6.01 - If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 7: ZIPPER CLAUSE**

- 7.01 - The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which may otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other should not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 8: GRIEVANCE PROCEDURE

### 8.01 - Definition:

A grievance shall mean only a complaint by an employee that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

### 8.02 - Employees Covered:

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

### 8.03 - Time Limit Compliance:

The failure of an employee to act on any grievance within the prescribed time limit will act as a bar to the grievance. The time limits provided under this Article may be extended by mutual consent between the Employer and the Union.

### 8.04 - Non-Interruption of Work:

It is agreed that any investigation or other handling or processing of any grievance by the employee shall be conducted as to result in no interference with or interruption whatsoever of the work of the employee.

### 8.05 - Grievance Implementation:

Grievances shall be implemented in the following ways:

- (a) A single aggrieved employee may implement procedures.
- (b) Any grievance on the same issue brought by more than one (1) employee under direction of the same immediate supervisor may jointly implement procedures.
- (c) Any grievance on the same issue brought by employees working under more than one (1) immediate supervisor shall jointly implement procedures.

### 8.06 - Multiple Grievances:

Proceedings involving more than one (1) employee shall be jointly filed, considered and ruled.

#### 8.07 - Grievance Process:

- Step 1: The aggrieved employee(s) shall informally notify the employee's immediate supervisor, or in his/her absence the assistant supervisor, within seven (7) calendar days of the date of the occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond informally to the employee(s) within seven (7) calendar days.
- Step 2: In the event resolution is not achieved under Step 1, the employee(s) may present the grievance in writing to the elected official or department head within seven (7) calendar days after the immediate supervisor's response. The elected official/department head shall investigate and respond his/her decision in writing, to the employee(s) within seven (7) calendar days of receipt by him/her of the grievance.
- Step 3: If the grievance is not resolved following Step 2, a copy of written record shall be submitted to the Board of Supervisors. The Board shall, within seven (7) calendar days either:
- (a) Order a hearing to obtain further information prior to their decision in the matter and render a decision in writing within seven (7) calendar days.
  - (b) Render a decision in writing to the aggrieved employee(s) and a copy to the Union Business Agent within seven (7) calendar days.
- Step 4: If the grievance is still unsettled, either party may within fourteen (14) calendar days after the reply of the Board of Supervisors, by written notice to the other, request arbitration.

#### 8.08 - Arbitration of Unsettled Grievance:

Any grievance not settled in the above procedure may be referred to arbitration. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the

panel. The parties shall flip a coin to determine who shall have the first strike and then the other party shall strike one (1) name, and the process will be repeated until there is one (1) person remaining who shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, the cost of the transcript shall be paid by the party requesting it, unless the parties agree otherwise.

**8.09 - Representative at any Grievance Meeting:**

The employee may request the attendance of an authorized Union representative at any grievance meeting. The Union officers may be present for arbitration procedures.

**8.10 - Hold Harmless:**

The Union agrees to hold the Employer harmless from any liability incurred by the Employer as a result of requiring both the Union and the employee(s) to consent to arbitration.

**8.11 - Court Appeal:**

Notwithstanding other terms of this Article, either party may appeal decisions rendered under this Article to the District Court.

**ARTICLE 9: MILEAGE**

9.01 - Employees required to use their personal vehicle for Employer business will be reimbursed for mileage at the rate to match the IRS maximum allowable rate.

**ARTICLE 10: SCHOOLS**

10.01 - The Employer may require employees to attend schools and seminars. If required by the Employer, the employee will be reimbursed for their regular straight rate of pay subject to prior approval by their department head or elected official. When an employee is required to be gone for more than one (1) day, they shall be paid for one (1) full workday of pay at the regular rate for any day not requiring travel. For the day(s) that require travel, the employees shall receive the appropriate time, including travel time, for that day. Transportation shall either be provided by the Employer or the

employee shall be paid mileage. A meal allowance of three dollars (\$3.00) for breakfast, five dollars (\$5.00) for lunch, and seven dollars (\$7.00) for supper. The Employer shall be responsible to arrange and pay for the motel room required for schooling. Employees will be required to punch in before leaving to attend schools and seminars and upon returning shall be required to punch out. This requirement of punching the time clock may be waived by mutual agreement between the Employer and the employee. Employees returning to the proximity of their regular place of work before the end of their scheduled shift shall report for work and shall work the remainder of their regular shift.

#### ARTICLE 11: PHYSICAL EXAMINATIONS

- 11.01 - The Employer may require an employee who has a potential medical problem that could be aggravated by employment to have a physical examination by the designated County physician at the Employer's expense. The employee is entitled to a report of this examination. If there is a conflict between the Employer's physician and the employee's physician as to the ability of the employee to perform his or her job, the two (2) physicians shall choose a third physician who will make a final determination. If the two (2) physicians fail to choose a third physician, then the employee shall choose a third physician to make the final determination. If the third physician determines the employee is not able to perform the job, the employee will not be allowed to return to work until such time as he/she passes the examination. If the third physician determines the employee is able to perform his or her job, the employee shall be immediately allowed to return to work and shall be compensated for any lost workdays. The costs of the third physician shall be paid by the County. In the event it is necessary for the Employer to schedule such examination during the employee's regular working hours, the employee will be compensated by the Employer at his/her straight hourly rate of pay for the time lost. No personal leave hours will be deducted for the opinion of the third physician and if the decision of the employee's physician is sustained, the County will reimburse the employee for those costs. If the position of the County's physician is sustained, the employee will pay the cost himself/herself.
- 11.02 - All persons hired must have a hearing test approved by the County Safety Director within ninety (90) days of being hired. The above testing will be at Board of Supervisor's expense. Failure to comply shall be grounds for termination of employment.

## ARTICLE 12: DUES DEDUCTION

12.01 - The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the first of the month after such deductions are made. This statement shall additionally include the address of each employee. The Employee may terminate payroll deduction of Union dues by a written request to that effect at least thirty (30) days in advance of the desired termination date.

Sample authorization for payroll deduction:

By: \_\_\_\_\_  
                    Last Name            First Name            Middle Name  
To: \_\_\_\_\_  
                    Employer                    Department  
Effective: \_\_\_\_\_  
  Date

The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employees in the bargaining unit as provided in this Article.

## ARTICLE 13: MISCELLANEOUS

### 13.01 - Termination of Employment:

Vacation time earned prior to termination of employment will be paid at the prevailing wage of the employee. To accumulated vacation earned and unused will be added vacation earned in the current year on a prorated basis to the date of termination. An employee with less than one (1) full year of tenure will not qualify for vacation or vacation pay upon termination of employment.

Upon termination of employment under conditions other than cause, an employee is required to give the Employer written notice at least ten (10) working days in advance of his/her intention to terminate employment. Employees shall be bound under the terms of this contract and all the provision thereof for ten (10) working days after such notice is given, unless it is mutually agreed by the employee and the Employer that this requirement be waived.

### 13.02 - Performance Evaluations:

The Employer may conduct performance evaluations with every employee covered by this Agreement. The first evaluation shall be at or near the end of the employee's probationary period. After completion of the probationary period, performance evaluations shall be conducted at regular intervals, but no more frequently than annually. Additional evaluations may be conducted in the interim between regular intervals, at the discretion of the department head or elected official, for reasons of unsatisfactory work performance.

Such evaluation shall fairly and accurately cover the duties and responsibilities of each employee. The Employer shall use a form mutually agreed upon by the Union and the Employer. The Employer may attach written documentation or examples to the form if so desired.

The employee will be provided a copy of the evaluation. The Employer will discuss items contained in the evaluation with the employee. The employee shall have the right to add pertinent information or comments to any evaluation and to have such information and/or comments attached to the evaluation.

The evaluation and any employee comments and/or information shall become part of the employee's permanent employment record with the Employer.

### **ARTICLE 14: UNPAID LEAVE OF ABSENCE**

14.01 - Department heads and elected officials may, with the approval of the Board of Supervisors, grant an unpaid leave of absence to an employee for personal reasons, for a period not to exceed thirty (30) consecutive workdays in duration.

For unpaid leaves of five (5) working days or less, vacation and health insurance benefits will not be terminated. During such unpaid leaves the employee:

1. Receives no compensation.
2. Earns no personal leave.
3. Does not collect personal leave benefits.
4. Does not contribute to retirement programs.

In addition, for unpaid leaves of more than five (5) consecutive workdays leave, the employee:

5. Must reimburse Employer for all group hospital and medical insurance premiums paid while on leave if employee desires coverage to be continuous.

6. Must reimburse Employer for all premiums for group life and disability insurance if coverage is desired to be continuous.
7. Does not earn vacation leave.

If an employee incurs unpaid leave in excess of thirty (30) consecutive workdays, the employee's employment with the County shall be considered terminated, unless approval as outlined below is given for employment to continue.

The Board of Supervisors retains the right, upon consultation with the Department Head, to grant unpaid leave beyond the amounts specified in this article, if in their opinion, it is in the best interests of the County.

14.02 - If an employee incurs unpaid leave in excess of thirty (30) consecutive workdays or total accumulation during any rolling twelve (12) month period beginning with the last day of leave, the employee's employment with the County shall be considered terminated, unless approval as outlined in Article 14.03 is given for employment to continue.

14.03 - The Board of Supervisors retains the right, upon consultation with the elected official or department head, to grant unpaid leave beyond the thirty (30) workday period, or after Family and Medical Leave has been taken, if in their opinion, it is in the best interests of Cerro Gordo County. This leave will not be run concurrent with Family Medical Leave.

#### ARTICLE 15: JURY DUTY

##### 15.01 - Notice of Duty:

On receipt of notice the employee shall notify his/her immediate supervisor of his/her selection to serve and the time covered by the notice. The elected official or department head will determine the need for work related request for excuse.

##### 15.02 - Payment During Service:

Employees serving as jurors will be credited with one (1) workday's pay, based on the employee's work schedule, per day served, provided they take the following action:

- A. Advise their immediate supervisor of the days they are to appear.
- B. If dismissed after appearance and during regular working hours, return to the job not more than one (1) hour after dismissal.

- C. Return all payment for appearance and service to the Employer. Payment for travel will be exempt.

Failure to reasonably comply with the foregoing will result in loss of pay.

**ARTICLE 16: DETERMINATION OF PAID LEAVE RATES**

16.01 - At the end of the quarter of the fiscal year, the Employer shall determine the average hours each employee has worked per day during the last quarter. For the purposes of this Article, the term "hours worked" shall be defined as all hours worked on the job, on personal leave, holidays, or on vacation leave. Time spent on an unpaid leave of absence shall not enter into the computation of average hours worked.

During the following quarter after which the average hours for each employee is established, the employee's daily average hours will be used to determine the number of hours the employee will be compensated for when taking a day off for personal leave, vacation, holidays, or any other paid leave.

**ARTICLE 17: PERSONAL LEAVE**

17.01 - Each employee shall earn personal leave at a rate of 1/10th of an hour for each hour worked, which may accrue to a maximum of seven hundred sixty (760) hours. For the purposes of this Article, the term "hours worked" shall be defined as all hours worked on the job, on personal leave, holidays, or on vacation leave.

17.02 - Personal leave may be used for any of the following purposes:

1. Sick leave for illness, injury, and related examinations of the employee.
2. One (1) well medical, one (1) well optical, and one (1) well dental examination of the employee per year. The Employer will allow for additional personal leave if such leave is needed as a direct result of a well exam. This additional leave will be deducted from the employee's total accrued amount as it is used.
3. Leave for the illness or medical treatment of a defined family member, limited to a maximum of one (1) day per occurrence. The Employer may at its option, grant personal leave in excess of one (1) day per occurrence if the family member's illness is deemed to be of a serious or life threatening nature.

4. Funeral leave for a defined family member, not to exceed three (3) days per occurrence, the length of which will be determined by the Employer for each occurrence.
5. In case of the death of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or cousin the employee may be allowed to use personal leave not to exceed one (1) day.
6. Employees will be permitted to use up to sixteen (16) hours of personal leave per fiscal year for attendance at funerals of individuals outside of the immediate family definition, provided such leave is authorized in advance by the Employer. The Employer may, at its option grant additional personal leave for this purpose if it is deemed appropriate.

In all cases except those listed under items 1 and 4 above, the Employer shall reserve the right to deny personal leave, if such leave on the part of the employee would result in a staff level below that which is required to satisfactorily perform the duties of the department.

- 17.03 - In the event of suspected abuse, the Employer may require the employee to furnish, at the employee's expense, written documentation verifying the purposes of personal leave usage.
- 17.04 - All absences chargeable to personal leave shall be reportable to the elected official or department head or their designee as soon as possible and no later than the time for start of work on the day of absence.
- 17.05 - Employees with job related injury who are eligible for worker's compensation benefits as a result of that injury will be considered continuously employed by the County for purposes of contractual fringe benefits.

An employee may use personal leave, to the extent it is available, for an on-the-job injury or disability. If an employee so elects to use such personal leave in any period for which an employee is receiving worker's compensation benefits for an on-the-job injury or disability, the Employer shall pay to the employee such an amount that the combined payment of worker's compensation and personal leave shall be equal to but not exceed the employee's net take home pay. Any amounts paid to an employee under this Article shall be chargeable against the employee's personal leave.

It is the intent that the total worker's compensation payments and net supplemental compensation will be equal to but not exceed normal take home income and will be paid on each

eligible payroll period. The term "normal" as used herein refers to an eight (8) hour day [or ten (10) hour day as applicable], forty (40) hour week, less the employee's exemption deductions and health insurance deductions. Employee will be paid any overtime earned and unpaid prior to injury in addition to supplemental pay and advised of the pay category.

An employee having accrued personal leave may file written request for worker's compensation supplemental pay. If employee is unable to file such request, the Employer will notify the employee's designated representative who may file such request on behalf of the employee. In exercising the supplemental income option, the employee shall make immediate report of injury and preliminary estimate of the examining physician of probable time of return to work to the Employer. The Employer will investigate the probability of any reduction in net available pay to the employee. In the event such reduction is found to be a probability, the Employer will calculate the appropriate amount of personal leave supplement to be paid in order to make the employee whole on a net pay basis.

Upon receipt of the worker's compensation payments, the Employer will make full review of benefits received (worker's compensation and supplemental payments) for compliance with the intent specified above, and shall adjust the personal leave supplement paid each week accordingly.

Upon return to work of the employee, the Employer shall make a complete review of the total personal leave and worker's compensation payments. The employee will be given a written summary of the review findings and either affirm or dispute the findings of the Employer in writing within ten (10) workdays. If disputed, the employee shall set out the specifics of the dispute and his/her proposed correction. The Employer will review the employee's proposal for conformity with this Article and if necessary, discuss any dispute with the employee. On resolution and agreement of the matter, any adjustments in personal leave credit or supplemental payment will be made on the next possible payroll. Unless appeal of findings is pending in a grievance procedure under this Agreement, resolution of findings shall be complete within twenty (20) days of date all needed information on settlements is available to the Employer.

An employee not having accrued personal leave or not requesting use of personal leave to supplement compensation, who wished to continue group insurance or other payroll deductions which are not a part of the Agreement fringe benefits shall make payment to the Employer on or before the last working day of each month for which he/she desires continued coverage.

## ARTICLE 18: HOLIDAYS

### 18.01 - Holidays Recognized:

The following nine (9) holidays are recognized as holidays under this Labor Agreement:

|                           |                  |
|---------------------------|------------------|
| New Year's Day            | Labor Day        |
| President's Day           | Thanksgiving Day |
| Memorial Day              | Christmas Day    |
| Independence Day (July 4) | Good Friday      |
| Veteran's Day             |                  |

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday will be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. For the purposes of this Article "Saturday" shall mean the day following the last scheduled workday in a calendar week, "Sunday" will mean the day preceding the first scheduled workday at the time of the holiday.

### 18.02 - Part-Time Employees:

Employees whose average hours worked, as calculated in Article 16, are twenty-four (24) hours per week or more shall receive their regular rate of pay pro rata as specified in Article 16 or an equal amount of paid time off as agreed by the employee and Employer. Employees whose average hours worked as calculated in Article 16, are less than twenty-four (24) hours per week, shall not earn any holiday pay.

### 18.03 - Forfeiture of Holiday Pay:

Any employee shall forfeit holiday pay if he or she fails to work the last scheduled workday prior to the holiday and the first scheduled workday after the holiday unless absence from work is due to illness, accidental injury or authorized leave by the Employer.

### 18.04 - Floating Holidays:

In addition to the holidays specified in Article 18.01, employees shall be granted two (2) floating holidays, not to exceed one (1) workday in length. Floating holidays shall be granted on a fiscal year basis. Floating holidays must be scheduled prior to their usage, and may be taken in increments of full or half days. In the case of scheduling conflicts, seniority shall govern. The Employer reserves the right to deny the scheduling of a floating holiday by an employee if such scheduling interferes with the normal operations of the department.

Employees in their first fiscal year of employment shall receive floating holidays on the following basis:

If they are hired from July 1 through September 30, they shall receive one and one-half (1½) floating holidays to be awarded October 1.

If they are hired from October 1 through December 31, they shall receive one (1) floating holiday to be awarded on January 1.

If they are hired from January 1 through March 31, they shall receive one-half (1/2) floating holiday to be awarded on April 1.

If they are hired from April 1 through June 30, they shall receive no floating holiday until the beginning of the next fiscal year.

On the July 1 following the date of hire, all shall be granted their two (2) floating holidays as outlined in the first paragraph of Article 18.04.

All holidays awarded under the terms of this Article must be used by the end of the fiscal year, unless scheduling conflicts prevent the Employer from allowing the employee to take the holiday, in which case the employee may carry the holiday over to the next fiscal year, but must be taken within two (2) months.

#### ARTICLE 19: VACATION

19.01 - Full-time permanent employees are entitled to a vacation on the following basis:

Vacation pay shall be earned as follows:

|   |   |
|---|---|
| After first year -----                  | forty (40) hours<br>of vacation               |
| After second through fourth years ----- | eighty (80) hours<br>of vacation              |
| After fifth through ninth years -----   | one hundred twenty<br>(120) hours of vacation |
| After tenth through nineteenth years -- | one hundred sixty<br>(160) hours of vacation  |

Regular employees hired prior to July 1, 1986, shall be eligible to receive two hundred (200) hours of vacation after twenty (20) years of service.

- 19.02 - In all cases, the employee shall have up to twelve (12) months to use any vacation awarded. If the employee does not use the vacation awarded within a twelve (12) month period, only sixteen (16) hours of it may transfer forward to the next year.
- 19.03 - Vacation shall be awarded on the employee's anniversary date each year. Vacation leave may not be taken in advance of when awarded and shall be approved and scheduled by the Employer. Vacation leave shall be taken in a minimum of one (1) day increments. If, within thirty (30) days prior to the employee's anniversary date it is not possible to schedule the remaining balance of the employee's vacation in one (1) day increments, the employee shall be allowed to add the remaining hours to the sixteen (16) hour carryover or shall be allowed to take a partial day of vacation in order to reduce the remaining balance to one (1) day increments or less than sixteen (16) hours. Officially designated holidays falling within a period of vacation leave will not be counted against vacation time.
- 19.04 - Scheduling of vacation time shall be mutually agreed upon between the employee and the Employer prior to its usage. The Employer reserves the right to deny vacation benefit usage if such usage by an employee will interfere with the normal operations of the department. Employees may use vacation in one (1) hour increments.
- 19.05 - Employees whose average hours as computed in this contract are less than forty (40) hours per week, shall during the following quarter, earn vacation on a prorated basis of the rates outlined above, providing their average hours worked are twenty-four (24) hours per week or more. Employees whose average hours worked are less than twenty-four (24) hours of work per week do not earn any vacation benefits, but may use vacation hours previously awarded. Such hours will be paid as outlined in this contract.

**ARTICLE 20: WORKWEEK, BASIC HOURS, AND PAYROLL PERIOD**

- 20.01 - The payroll period shall be two (2) weeks in duration, beginning at 11 p.m. Saturday and ending at 10:59 p.m. two (2) weeks later. Payroll warrants shall be issued on the Friday following the end of the payroll period. In the event that the Friday is a holiday for the County Auditor's office, the payroll shall be issued at 4 p.m. on Thursday. If Thursday is a holiday for the County Auditor's office, the payroll shall be issued on the next regularly scheduled workday of the County Auditor's office. Each employee's payroll shall be based on actual hours worked during the payroll period.

20.02 - Any error in an employee's payroll check resulting in a net underpayment in take home pay of fifty dollars (\$50.00) or more shall be sufficient cause for the Employer to process a special payroll by the following Tuesday to correct the error. In the case of the employee receiving a net overpayment of fifty dollars (\$50.00) or more shall be sufficient cause for the employee to reimburse the County by the following Tuesday. Payroll errors of lessor net difference to either party shall be corrected on the next regular payroll.

20.03 - Employees shall have the following options available for receiving their payroll checks:

1. Pick up in person after 10 a.m. on the payroll issue date.
2. Mailed to their home address on the payroll issue date.
3. Direct deposited in the employee's bank account by the County Auditor's office.
4. Hand delivered to the employee by the department head or foreman on the issue date, on the employee's next scheduled workday if the employee is not scheduled to work on the issue date.

20.04 - There will be a six (6) minute grace period before and a six (6) minute grace period after the work shift for punching in and out on the time clock.

20.05 - Work Hours:

The hours of work will be assigned by the Employer and are based on forty (40) hours per week. The current workday commences at 6 a.m. and terminates at 2:30 p.m. and includes a thirty (30) minute lunch break. Hours may be changed by the Employer on two (2) weeks [fourteen (14) days] written notice posted at the three (3) main shops and will not necessarily be uniform for all employees. The regular workday shall begin at 6 a.m. Between December 1 and March 1 the Employer may change the hours a maximum of one (1) hour with prior notice by 5 p.m. the preceding day.

20.06 - Call-In Time:

Employees called in for work at times other than their regular schedule shall receive a minimum of two (2) hours of pay, regardless of the actual hours worked.

20.07 - All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of one and one-half (1½) the employee's normal rate of pay.

All overtime worked shall be paid either monetary or as compensatory time off, at the option of the employee. Each employee will have the opportunity prior to the beginning of each fiscal year, to choose whether they wish to receive monetary compensation or compensatory time off for overtime earned. In addition, an employee may change their selection to receive overtime pay or compensatory time off, a maximum of one (1) time during each fiscal year. However, when an employee has accumulated a total of forty-five (45) hours of compensatory time off [thirty (30) hours of overtime worked], all additional overtime worked shall be paid monetarily until such time as the accumulated total of compensatory time off is reduced below forty-five (45) hours.

In addition, each employee shall have the opportunity to take cash payment in lieu of accumulated compensatory time off on a quarterly basis, limited to ten (10) hours of overtime pay per quarter. Employees desiring to exercise this option must notify the Employer in writing during the thirty (30) day period prior to the end of each quarter they wish to receive the cash payment.

#### ARTICLE 21: INSURANCE

##### 21.01 - Health Insurance:

The Employer will make available to each employee a choice of two (2) health insurance policies with the following benefits:

##### Plan #1: Alliance Select 500

|                        |  |
|------------------------|--|
| Deductibles:           | \$500.00 Single; \$1,000.00 Family               |
|                        | 80/20 at participating doctors and hospitals     |
|                        | 70/30 at non-participating doctors and hospitals |
| Lifetime maximum:      | \$2,000,000.00                                   |
| Out-of-pocket maximum: | \$1,500.00 Single                                |
|                        | \$2,500.00 Family                                |
| Cost:                  | Single \$425.00 per month                        |
|                        | Family \$625.00 per month                        |

Plan #2: Classic Blue 1000

Deductibles: \$1,000.00 Single; \$2,000.00 Family  
Coinsurance: 80/20  
Lifetime maximum: \$2,000,000.00  
Out-of-pocket maximum: \$2,500.00 Single  
\$4,500.00 Family  
Cost: Single \$300.00 per month  
Family \$525.00 per month

Once a year employees may switch from one coverage to another without any health questions for anyone currently covered by one of these plans. Employees are required to carry at least single coverage of one of these plans.

21.02 - Term Life Insurance:

The Employer will provide a term life insurance policy for each employee in the amount of five thousand dollars (\$5,000.00) and pay the monthly premium.

21.03 - Long-Term Disability Insurance:

The Employer will provide a long-term disability insurance policy for each employee and pay the monthly premium. Such policy shall continue to provide the benefit levels in effect at the signing of this contract.

21.04 - The Employer will fund the full Employer contribution, which is the cost of a single policy of the Alliance Select 500 plan, for each employee. Employees will be allowed that amount towards the purchase of either plan. Employees desiring family coverage may purchase it from the County and pay the difference. Employees on a single insurance plan will receive the cost of the single rate for the Alliance Select 500 plan towards the purchase of either plan. Any amount that is not used for purchase of insurance coverage will be placed in the employee's flexible benefit program. These amounts shall be funded by the Employer and the employee as part of the flexible benefits plan specified in Article 22. The Employer makes no guarantee of this rate as to amount or percentage of premium beyond the length of this contract. This rate shall be subject to negotiation in all future contracts.

21.05 - The Employer may change carriers of any insurance coverage at any time provided that coverage shall not be reduced. The Employer will give the Union notification prior to changing insurance carriers.

21.06 - The Employer shall withhold from the employee's payroll check any payments due for insurance. All coverage shall be paid for in advance. The effective date of coverage shall be thirty (30) calendar days after the commencement of premium payments. Rate changes shall be effective on the first day of July in each year, and the Employer and the employee shall begin payment of the new rates on the first day of June in each year.

## **ARTICLE 22: FLEXIBLE BENEFITS PLAN**

22.01 - The Employer shall make available to each employee a "cafeteria" style fringe benefit plan offering the following benefit options:

- Health Insurance Premiums
- Medical Reimbursements
- Child Care Reimbursement
- Group Term Life Insurance (as a post-tax benefit)
- Cancer Insurance
- Deferred Compensation

22.02 - The Employer shall conduct an annual enrollment procedure for all employees covered under this Agreement, and each employee shall be allowed to contribute through a payroll deduction to their individual flex benefit plan.

22.03 - In addition, the Employer shall fund for each employee that is enrolled on a single health insurance plan, an additional one thousand two hundred dollars (\$1,200.00) for the time period July 1, 2005, through June 30, 2006; July 1, 2006, through June 30, 2007; July 1, 2007, through June 30, 2008; July 1, 2008, through June 30, 2009; and July 1, 2009, through June 30, 2010. This amount will be placed in the employee's flexible benefit plan for use in any options that the employee chooses.

For those employees electing to take family insurance coverage as specified in Article 21, the Employer shall fund for each employee a flex benefit amount equivalent to the cost of a single coverage health insurance policy plus the additional cost of a family coverage less the employee contribution as specified in Article 21.

## **ARTICLE 23: SENIORITY**

23.01 - Seniority shall be defined as the length of continuous employment with the Employer and shall be departmental.

23.02 - Seniority may be broken only by: quit, justifiable discharge, being continuously laid off for a period of more than twelve (12) months, failure by an employee to notify the

Employer within three (3) calendar days of recall that he or she will not return to work after recall from layoff, or failure to report to work within four (4) calendar days from the date of scheduled recall, or failure of an employee to

return to work in accordance with the terms of leave of absence. Recall to work shall be governed by the same principles of seniority.

- 23.03 - In all cases of job transfers, reduction and restoration of forces and in filling new jobs and vacancies, the Employer shall consider seniority, capability, qualifications and ability to perform work and physical fitness; and if qualifications, ability and fitness are equal between or among the employees eligible, seniority shall not apply to temporary assignments or transfers. Any transfer of less than thirty (30) working days duration shall be presumed to be temporary.
- 23.04 - The Employer upon request shall furnish the Union with a current seniority list covering all employees. The Employer shall not be required to furnish this list more often than once every twelve (12) months unless the Union and Employer agree that special circumstances dictate a list be provided more often.
- 23.05 - Whenever a job opening occurs other than a temporary opening in any existing job classification or as the result of the development or establishment of new job classifications, a notice shall be posted on the employee's bulletin boards for five (5) working days. Postings will include job classification and qualifications to be considered for filling the job opening and the date the position will be filled. During this period, employees who wish to apply may do so in writing and this shall be submitted to their supervisor.
- 23.06 - The Employer shall fill openings by promoting from among qualified applicants based on seniority. If there are no qualified applicants among the employees, the Employer will fill the job opening from other sources.
- 23.07 - Probationary Period:

Employees hired after July 1, 1979, shall be considered as on probation for a period of six (6) months from date of hire. Discharge during the probationary period is not subject to the grievance procedure, nor does it give rise to any other right to claim or relief on the part of such employee. However, after an employee has successfully completed his or her probationary period, their seniority date shall revert back to the beginning date of their employment.

The probationary period for promoted employees shall be ninety (90) calendar days. If the employee does not successfully complete the probationary period for the promoted position, the employee will return to his or her previous position.

#### **ARTICLE 24: SAFETY EQUIPMENT**

##### **24.01 - Safety Glasses and Safety Shoes:**

Each employee will be allowed one hundred fifty dollars (\$150.00) per year to be applied to the cost of eye examinations, safety glasses, and/or safety shoes. The amount of reimbursement will be a maximum of one hundred fifty dollars (\$150.00) per year or the actual cost, whichever is less; provided, however, that an employee may accumulate up to four hundred fifty dollars (\$450.00) over three years to be used for the above purposes. The Employer will make payment to the employee on a reimbursement basis only. No payments will be made by the Employer directly to a supplier or vendor unless expressly authorized by the Employer.

##### **24.02 - Safety Equipment and Termination of Employment:**

Upon termination of employment, for any reason, the Employer shall deduct from the employee's final paycheck, an amount equal to the claims paid to the employee for the purchase of safety equipment during the last ninety (90) calendar days prior to termination.

#### **ARTICLE 25: PROMOTION OR TRANSFER**

##### **25.01 - Handicapped Qualifications:**

After a handicapped individual is employed, the Employer shall not be required under this Article to promote or transfer handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. (Section 601A.13 Code of Iowa, 1977, as amended.)

#### **ARTICLE 26: FEDERAL COMMERCIAL DRIVER'S LICENSE**

26.01 - Before April 1, 1992, federal licensure requirements will replace the state-issued chauffeur's license for operating vehicles with a manufacturer's rating of 26,001 pounds or more. All current employees will be required to obtain the minimum license required to operate a tandem axle truck. This will be at the employee's own expense. The County agrees to pay the cost of any training and the time required for training and testing if during regular working hours. If the employee fails the testing procedure the first time, all subsequent attempts will be on the employee's own time. The County further agrees

in all testing attempts to provide a vehicle for testing purposes at no cost to the employee. Any employee that the County requires to have a more restrictive license will be reimbursed by the County for the difference.

**ARTICLE 27: WAGES**

**27.01 - Wage Scale:**

**Effective July 1, 2005, to June 30, 2006:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$16.83 |
| Engineering Technician I      | \$16.15 |
| 1st Mechanic                  | \$17.29 |
| 2nd Mechanic                  | \$16.79 |
| General Maintenance Base Wage | \$16.15 |

**Effective July 1, 2006, to June 30, 2007:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$17.33 |
| Engineering Technician I      | \$16.65 |
| 1st Mechanic                  | \$17.79 |
| 2nd Mechanic                  | \$17.29 |
| General Maintenance Base Wage | \$16.65 |

**Effective July 1, 2007, to December 31, 2007:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$17.58 |
| Engineering Technician I      | \$16.90 |
| 1st Mechanic                  | \$18.04 |
| 2nd Mechanic                  | \$17.54 |
| General Maintenance Base Wage | \$16.90 |

**Effective January 1, 2008, to June 30, 2008:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$17.83 |
| Engineering Technician I      | \$17.15 |
| 1st Mechanic                  | \$18.29 |
| 2nd Mechanic                  | \$17.79 |
| General Maintenance Base Wage | \$17.15 |

**Effective July 1, 2008, to December 31, 2008:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$18.08 |
| Engineering Technician I      | \$17.40 |
| 1st Mechanic                  | \$18.54 |
| 2nd Mechanic                  | \$18.04 |
| General Maintenance Base Wage | \$17.40 |

**Effective January 1, 2009, to June 30, 2009:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$18.33 |
| Engineering Technician I      | \$17.65 |
| 1st Mechanic                  | \$18.79 |
| 2nd Mechanic                  | \$18.29 |
| General Maintenance Base Wage | \$17.65 |

**Effective July 1, 2009, to December 31, 2009:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$18.58 |
| Engineering Technician I      | \$17.90 |
| 1st Mechanic                  | \$19.04 |
| 2nd Mechanic                  | \$18.54 |
| General Maintenance Base Wage | \$17.90 |

**Effective January 1, 2009, to June 30, 2010:**

|                               |         |
|-------------------------------|---------|
| Engineering Technician II     | \$18.83 |
| Engineering Technician I      | \$18.15 |
| 1st Mechanic                  | \$19.29 |
| 2nd Mechanic                  | \$18.79 |
| General Maintenance Base Wage | \$18.15 |

27.02 - For new hires in the General Maintenance classification only, wages shall be based on the above scales and prorated as follows:

|                                  |                  |
|----------------------------------|------------------|
| After twenty-four (24) months    | Regular Scale    |
| General Maintenance 12-24 months | 95% of base wage |
| General Maintenance 6-12 months  | 90% of base wage |
| General Maintenance 0-6 months   | 80% of base wage |

**27.03 - Telescoop Operator:**

Any employee operating the telescoop shall receive additional compensation at a rate of twenty-five cents (\$0.25) per hour for time actually worked operating or servicing the machine.

**27.04 - Acting Foreman:**

If any employee in the general maintenance classification works as acting foreman, he/she will be paid the same hourly rate of the foreman for time worked as the foreman.

**ARTICLE 28: LONGEVITY PAY**

**28.01 - Longevity Pay Scale:**

Longevity pay shall be paid to all employees covered by the terms of this Agreement as follows:

After five (5) years of service ----- five dollars  
(\$5.00) per month  
After ten (10) years of service ----- ten dollars  
(\$10.00) per month  
After fifteen (15) years of service -- fifteen dollars  
(\$15.00) per month  
After twenty (20) years of service -- twenty dollars  
(20.00) per month

ARTICLE 29: EFFECTIVE DATE

29.01 - Contract Period:

This Agreement shall be in effect as of the 1st day of July, 2005, and shall remain in full force and effect until the 30th day of June, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands  
this 28<sup>TH</sup> day of June, 2005.

CERRO GORDO, IOWA

PUBLIC, PROFESSIONAL AND  
MAINTENANCE EMPLOYEES, LOCAL  
UNION NO. 2003

By: Phillip E. Dougherty

By: Mike Seaver

By: Robert Elmasser

By: Jeff White

By: Greg Urdahl

By: Edward J. Kasper

By: \_\_\_\_\_

By: Richard A. Hayes

"EMPLOYER"

"UNION"

CWM:dm:C:\LLF\cwm\labor\COUNTY\Contract\Road.cerro.gordo

# PERFORMANCE APPRAISAL

COURTHOUSE COLLECTIVE BARGAINING UNIT

Employee Name \_\_\_\_\_

Department \_\_\_\_\_

Reason for review: ☐ Annual ☐ End Probation Period ☐ Unsatisfactory Performance  
☐ Other \_\_\_\_\_

Date Employee began present position \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of last appraisal \_\_\_\_/\_\_\_\_/\_\_\_\_ Next scheduled appraisal \_\_\_\_/\_\_\_\_/\_\_\_\_

INSTRUCTIONS - Carefully evaluate employee's work performance in relation to current job requirement. Check box to indicate the employee's performance. See reverse side for definition of terms. Indicate N/A if not applicable.

| GENERAL FACTORS   | RATING   | SUPPORTIVE DETAILS OR COMMENTS |
|---|--|--------------------------------|
| <b>1. Quality</b><br>The accuracy, thoroughness and acceptability of work performed.  | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |
| <b>2. Productivity</b><br>The quality and efficiency of work produced in a specified period of time.  | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |
| <b>3. Job Knowledge</b><br>The practical/technical skills and information used on the job.  | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |
| <b>4. Reliability</b><br>The extent to which an employee can be relied upon regarding task completion and follow up.                                  | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |
| <b>5. Availability</b><br>The extent to which an employee is punctual, observes prescribed work break/meal periods and the overall attendance record. | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |
| <b>6. Independence</b><br>The extent of work performed with little or no supervision.   | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |
| <b>7. Creativity</b><br>The extent to which an employee proposes ideas, finds new and better ways of doing things.                                    | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |
| <b>8. Initiative</b><br>The extent to which an employee seeks out new assignments and expands capabilities, personally and professionally.            | O <input type="checkbox"/><br>V <input type="checkbox"/><br>G <input type="checkbox"/><br>I <input type="checkbox"/><br>U <input type="checkbox"/> | <br><br><br><br>               |

PLEASE COMPLETE REVERSE

| GENERAL FACTORS  | RATING                     | SUPPORTIVE DETAILS OR COMMENTS |
|--|----------------------------|--------------------------------|
| <b>9. Adherence to Policy</b>  | O <input type="checkbox"/> |                                |
| The extent to which an employee follows safety and conduct rules, other regulations and observes good housekeeping practices.                  | V <input type="checkbox"/> |                                |
|  | G <input type="checkbox"/> |                                |
|  | I <input type="checkbox"/> |                                |
|  | U <input type="checkbox"/> |                                |
| <b>10. Interpersonal Relationships</b>   | O <input type="checkbox"/> |                                |
| The willingness and demonstrated ability to cooperate, work and communicate with coworkers, supervisors, subordinates and/or outside contacts. | V <input type="checkbox"/> |                                |
|  | G <input type="checkbox"/> |                                |
|  | I <input type="checkbox"/> |                                |
|  | U <input type="checkbox"/> |                                |
| <b>11. Behavior Pattern</b>  | O <input type="checkbox"/> |                                |
| The stability, courtesy, personal appearance and judgment demonstrated on the job.   | V <input type="checkbox"/> |                                |
|  | G <input type="checkbox"/> |                                |
|  | I <input type="checkbox"/> |                                |
|  | U <input type="checkbox"/> |                                |

**Complete all of the following sections.**

1. Accomplishments or new abilities demonstrated since last review.

2. Specific areas of improvement needed.

3. Recommendations for professional development (seminars, training, schooling, etc.)

4. Rate employee's overall performance in comparison to position specifications. (check one)

- ☐ Unsatisfactory      ☐ Improvement Needed      ☐ Good  
☐ Very Good      ☐ Outstanding      ☐ Not Rated

#### RATING IDENTIFICATION

- O - Outstanding - Performance is exceptional in all areas and is recognizable as being far superior to others.  
 V - Very Good - Results clearly exceed most position requirements. Performance is of high quality and is achieved on a consistent basis.  
 G - Good - Competent and dependable level of performance. Meets performance standards of the job.  
 I - Improvement Needed - Performance is deficient in certain areas, improvement is necessary.  
 U - Unsatisfactory - Results are generally unacceptable and require immediate improvement.  
 N - Not Rated - Not applicable or too soon to rate.

**NOTE: This form must be signed by the employee, evaluator, and evaluator's supervisor (if applicable).**

Discussed with individual on \_\_\_\_/\_\_\_\_/\_\_\_\_ Employee's Signature\* \_\_\_\_\_

Follow-up requested/desired: \_\_\_\_ Yes \_\_\_\_ No Follow-up Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Evaluator's Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ ORIGINAL (EMPLOYEE FILE)

If the employee disagrees with any part of the appraisal, he/she may attach appropriate comments. Please be specific.

**RESOLUTION**  
**2005-92**

A RESOLUTION ESTABLISHING POLICY FOR THE CONTINUATION OF HEALTH  
INSURANCE FOR RETIRING EMPLOYEES OF THE SECONDARY ROADS DEPARTMENT  
REPRESENTED BY PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL  
UNION 2003.

WHEREAS, Cerro Gordo County (hereinafter, "County") proposes to provide single-person continuing health insurance for future retiring employees of the Secondary Roads Department represented by the Public, Professional and Maintenance Employees Local 2003 (hereinafter, "PPME"); and

WHEREAS, Cerro Gordo County pays the \$425.00 single-person premium for an Alliance Select 500 health insurance policy for all employees of the County Secondary Roads Department; and

WHEREAS, PPME represents certain employees of the County Secondary Roads Department (PERB Certification No. 3619); and

WHEREAS, the County will provide continued health insurance for employees of the Secondary Roads Department represented by PPME retiring on or after July 1, 1998; and

WHEREAS, on May 29, 2001, the board of Supervisors adopted Resolution No. 2001-81 providing said benefit to qualified retiring employees of the Secondary Roads Department; and

WHEREAS, the intent of this Resolution is to supersede and replace Resolution No. 2001-81, effective July 1, 2005.

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors that this Resolution shall supersede and replace Resolution No. 2001-81 and be replaced with the foregoing, effective July 1, 2005, and further, that single-person continuing health insurance be offered to retiring employees of the Secondary Roads Department, represented by PPME, subject to the following conditions:

1. The employee shall be a Secondary Roads Department employee, represented by PPME, at the time of retirement.
2. The employee must be covered under the county's health insurance plan at the time of retirement.
3. An employee seeking this benefit shall be age 58 or over and have completed 30 years of service with the County, or be age 62 or over and have completed 20 years of service with the County.
4. This policy shall only apply to employees who retire after July 1, 1998.
5. The County shall pay the cost of a single-person Alliance Select 500 plan premium or other single-person plan selected by the retiring employee. The County reserves the right to substitute a similar plan if the Alliance Select 500 plan or any other plan is terminated by Wellmark-Blue Cross/Blue Shield. Retiring employees desiring family coverage may purchase it from the County. The retiring employee is responsible for 100 percent of additional premiums for family coverage. If an employee selects a plan other than the Alliance Select 500 which has a lower premium, then the amount saved may be applied toward the purchase of family coverage. Additional premium payments for family coverage shall be received by

9. This policy is not a part of the Agreement between Cerro Gordo County and PPME Local 2003 (July 1, 2005 - June 30, 2010). And further, this policy shall not be construed to be an agreement between the County and PPME.
10. Effective July 1, 2005, all employees who retired after July 1, 1998, but before July 1, 2005, will no longer have the option of selecting the Classic Blue 300 policy, but will receive the cost of an Alliance Select 500 single policy beginning on July 1, 2005.
11. The County retains the right to discontinue or modify the provision of health insurance prospectively to any other future retirees upon 60 days written notice to affected current or retired employees and PPME. The County retains the right to discontinue, modify, or rescind this policy without the consent of PPME. Modification of this policy not agreeable to PPME or discontinuance of this policy shall effect a return to the terms of the July 1, 2005 - June 30, 2010 contract concerning base wages and step systems.
12. If the offer of health insurance to retirees is discontinued, employees who retired after July 1, 1998 and prior to the discontinuance date shall retain their insurance coverage under the terms of this resolution with costs for single coverage being paid by the County.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect on July 1, 2005.

Motion was made by Supervisor Urdahl and seconded by Supervisor Amosson to adopt the foregoing resolution. Vote taken thereon resulted as follows:

Ayes: Urdahl, Amosson, and Dougherty


Nays: None

Absent/Not Voting: None

PASSED and APPROVED this 28<sup>th</sup> day of June, 2005.

  
Chair, Board of Supervisors  
Cerro Gordo County

ATTEST:

  
Kenneth W. Kline, Auditor  
Cerro Gordo County